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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
HELENA DIVISION**

<b>BENNETT K. MACINTYRE,</b>  Plaintiff,  v.  <b>CARROLL COLLEGE,</b>  Defendant.	Cause No. CV-19-42-H-BMM  <b>PLAINTIFF BENNETT K. MACINTYRE'S NOTICE OF CITATIONS</b>
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COMES NOW Plaintiff Bennett K. MacIntyre, by and through his attorneys Knight Nicastro MacKay LLC and hereby identifies citations to the record regarding Mr. Gross's decision to terminate Mr. MacIntyre's employment pursuant to the Court's request during the hearing on May 15, 2023.

Affidavit of Marcia Davenport Doc. 54, Tab 19 Excerpts of Lori Peterson Deposition, 23:11-24:13.

11 **Q. All right. And when athletics wants to**  
12 **make cuts in their budget, who's in charge of that?**

13 A. Again, it's very much a shared governance  
14 process. Charlie Gross is the athletic director,  
15 brings forth the recommendations. As a matter of  
16 practice, most directors or vice presidents of areas  
17 work with their divisions to come up with solutions  
18 that are brought forward. I don't know if that was  
19 the case with athletics; how they discuss budgets.

20 There's always a budget -- not always.  
21 There's -- frequently, when there are additional  
22 resources, a budget call goes out to the community.  
23 We have not been in the position to have additional  
24 resources. So our budget process is very  
25 transparent in terms of the community knowing

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1 that -- where our budget situation resides.

2 **Q. All right. And so as far as, I guess,**  
3 **what Mr. Gross's determinations were for what**  
4 **programs or areas or funds to cut, that's a question**  
5 **for him, is that fair to say?**

6 A. Yeah, that's fair to say. Like I said,  
7 all sorts of things were brought forward. Personnel  
8 is the last place we go at Carroll. But we were in,  
9 what I would call, a place of trying to find  
10 solutions with stopgap measures. We needed to find  
11 permanent reductions to build a business model  
12 that's sustainable for the future of Carroll  
13 College.

Affidavit of Marcia Davenport Doc. 54, Tab 4 Excerpts of Charlie Gross  
Deposition, 128:12-129:16.

12 **Q. All right. So in terms of your decision**  
13 **to reduce the position from a full-time coaching**  
14 **position to a stipend position, what were the**  
15 **factors that went into that decision?**

16 A. Well, like I said, it was a financial  
17 decision. And then I looked at how the position was  
18 staffed within the conference. I looked at how do  
19 we service the student athletes and minimize the  
20 impact of their experience, and that had been done  
21 previously with the golf position in a manner that  
22 provided positive experiences for the students,  
23 highly competitive experiences for the students, and  
24 recruited numbers that were sufficient to sustain  
25 viability to the program.

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1 I looked at the position of how could you  
2 meet the coaching requirements to fulfill the needs  
3 that the students athletes have, and there were two  
4 positions that seemed to fit that model and that was  
5 both golf and cross-country. And those were the  
6 strategies.

7 And there was a threshold of dollars that  
8 we needed to get to and try to position them at a  
9 salary -- a stipend salary that was fair to  
10 compensate them for the time of having to serve over  
11 multiple seasons.

12 **Q. Were there any other issues, factors, or**  
13 **information that you consulted when making that**  
14 **decision?**

15 A. No. It was those -- those that I think I  
16 said.

Affidavit of Dylan McFarland Doc. 73, Exhibit 36 Excerpts of Bennett  
MacIntyre Deposition, 11:2-22, also included in Statement of Disputed Facts Doc.  
72 ¶187.

2 **Q. And so how do you get fired by Carroll**  
3 **College when your contract just expired on**  
4 **June 30th, 2018?**

5 A. Well, he told me I was being terminated,  
6 I went and did an exit interview, they said I could  
7 go on unemployment benefits, and that we did the  
8 process of the termination.

9 **Q. And who told you that -- who used the**  
10 **word "you're terminated" -- I mean, the phrase**  
11 **"you're terminated"?**

12 A. That would be Charlie Gross, the athletic  
13 director.

14 **Q. And those were the words he used?**

15 A. Correct.

16 **Q. When did Charlie Gross tell you you were**  
17 **terminated?**

18 A. I met with him one, two -- I believe two  
19 times in my office and then one time with Renee  
20 McMahon, the Title IX coordinator for the college,  
21 in his office, and I can't remember the exact time,  
22 but I believe it was the first time.

DATED this 16<sup>TH</sup> day of May, 2023.

KNIGHT NICASTRO MACKAY, LLC

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## CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served upon the following counsel of record, by the means designated below, this 16<sup>TH</sup> day of May 2023:

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KNIGHT NICASTRO MACKAY, LLC

By: /s/ Dylan M. McFarland